



LAKE COUNTY FLORIDA

REQUEST FOR PROPOSAL (RFP)

Moving Services, On-Call

RFP Number: 14-0443 Contracting Officer: Sandra Rogers
Proposal Due Date: August 20, 2014 Pre-Proposal Conference Date: Not applicable
Proposal Due Time: 3:00 PM RFP Issue Date: July 29, 2014

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:

Proposal and/or Performance Bond:	Not applicable to this solicitation
Certificate of Competency/License:	Section 1.17
Indemnification/Insurance:	Section 1.8
Pre-Proposal Conference/Walk-Thru:	Not applicable to this solicitation

At the date and time specified above, all proposals that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the vendors submitting proposals will be read aloud and recorded. The proposals will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the due date. When countersigned by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

Vendors shall complete and return the entirety of this RFP, and attach all other information requested in this RFP (see Provision 1.13). Failure to sign the proposal response, or to submit the proposal response by the specified time and date, may be cause for rejection of the proposal.

NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- ☐ Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- ☐ Please remove our firm from Lake County's Vendor's List for this product / service.

VENDOR IDENTIFICATION

Company Name: _____ Phone Number: _____
E-mail Address: _____ Contact Person: _____

Section 1.1: Purpose

Lake County is soliciting bids for a firm to provide moving services on an "as needed" basis for movement of County owned office equipment, furniture and furnishings. These moves may be to another County site. All work shall be performed in accordance with all applicable codes, local ordinances, and requirements of Lake County.

Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than five (5) working days before the proposal due date.

Sandra Rogers, CPPB, Contracting Officer
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 441
PO BOX 7800
Tavares, FL 32778-7800

Phone : 352.343.9832 Fax : 352.343.9473
E-mail: srogers@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

Section 1.3: Method of Award – Considering Qualifications and Pricing

Award will be made to the vendor who submits the overall proposal that is judged to provide the best value to the County. Proposals will be evaluated based upon the following criteria, which are listed in order of descending importance:

1. Proposed materials and plans to accomplish task.
2. Qualifications of proposed personnel.
3. Proposed costs / fee schedule.
4. Reports from direct and indirect references.
5. Responsiveness and completeness of the written proposal to these instructions with regard to the Scope of Services.
6. Other relevant criteria.

Section 1.4: Pre-Proposal Conference / Site Visits

Not applicable to this solicitation

Section 1.5: Term of Contract – Twenty-Four (24) Months

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and is contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall be twenty-four (24) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

Section 1.6: Option to Renew for Three (3) Additional One (1) Year Period(s)

Prior to, or upon completion, of the initial term of this contract, the County shall have the option to renew this contract for three (3) additional one (1) year period(s). Prior to completion of each exercised contract term, the County may consider an adjustment to price based on changes in the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov>), Product, Wage, Earnings and Benefits Calculator. It is the vendor's responsibility to request any pricing adjustment in writing under this provision. The vendor's written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The County reserves the right to reject any written price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

Section 1.7: Method of Payment - Lump Sum Payment After Work is Completed

The Vendor shall submit an invoice to the County's Project Manager after each project has been completed. Invoices shall be submitted electronically in pdf format. In addition to the general invoice requirements set forth below, the invoice shall reference the specific work element for which billing has been initiated and include a copy of the acceptance document that was signed by an authorized Project Manager of the County at the time the specific work element was accepted. Submittal of the invoice shall not exceed thirty (30) calendar days from the delivery of the goods or services. Under no circumstances shall the invoices be submitted to the County in advance of the work being completed or delivery and acceptance of the items.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate

County Project Manager. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Section 1.8: Insurance

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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Workers' compensation insurance based on proper reporting of classification codes and payroll

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amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value: \$ _____
Garage Keepers Liability at coverage value: \$ _____

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance, shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions, or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

Section 1.9: Bonding Requirements

Not applicable to this solicitation

Section 1.10: Completion/Delivery

As specified in Statement of Work

Section 1.11.1: Deficiencies in Work to be Corrected by the Vendor

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within two (2) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the County's project administrator, who may confirm all such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within two (2) calendar days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs, either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

Section 1.12: Delivery and Completion of Solicitation Response**Section 1.12.1: Delivery of Solicitation Response**

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Office of Procurement Services prior to the date and time established within the solicitation. A response will not be considered for award if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date of the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 441
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE (USPS)**, please mail it to:

LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
32400 COUNTY ROAD 473
LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

Section 1.12.2: Completion Requirements for Request For Proposal (RFP)

Two (2) original proposals and two (2) complete copies of the proposal submitted by the vendor shall be sealed and delivered to the Office of Procurement Services no later than the official proposal due date and time. Any proposal received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any vendor in responding to this RFP including, without limitation, costs for product and/or service demonstrations if requested. When you submit your proposal, you are making a binding offer to the County.

A. Economy of Presentation

Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the conditions and requirements of this RFP. Fancy bindings, colored displays, and promotional material are not desired. The County emphasizes that the proposer concentrate on accuracy, completeness, and clarity of content.

B. Proposal Guidelines

To facilitate analysis of its proposal, the proposer shall prepare its proposal in accordance with the instructions outlined in this section. If the proposal deviates from these instructions, such proposal may, in the County's sole discretion, be rejected.

Page Size and Format - Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. The text size shall be 11 point or larger. Use at least one (1) inch margins on the top and bottom and three-quarter (3/4) inch side margins. Pages shall be numbered sequentially by section.

Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed eleven (11) by seventeen (17) inches in size. Foldout pages shall fold entirely within the section, and may only be used for large tables, charts, graphs, diagrams, and schematics.

Binding and Labeling - All Sections of the proposal should be identified by section tabs, A cover sheet should be bound in each separate proposal copy, clearly marked as to RFP title, solicitation number, copy number, and the Proposer's name.

C. Proposal Sections:

Proposals shall be organized into the following major sections.

Tab 1 - Proposer Profile & Required Information

SECTION 1 – SPECIAL TERMS AND CONDITIONS

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- A. Statement of Interest & Understanding of Project
- B. Firm Profile / Firm History
- C. Program Manager: List the name, business address, telephone number and e-mail address of the individual that will act as the program manager for the project. Provide a resume of the individual's background and skills in managing similar projects. List the following information:
 - Years of experience within the area of specialty.
 - Length of and type of service with firm.
 - Education and formal training, including certifications.
- D. Any required licenses or permits.

Tab 2 - Proof of Insurability

Provide either a completed Accord form or a signed letter from your insurance agency on its letterhead stating that you have or can get the required insurance coverage.

Tab 3 - References

Provide at least three (3) recent references where the proposed product /service has been used within the past 3 years. Please use the form attached.

Tab 4 - Litigation

Provide information on the nature, magnitude, and outcome of all litigation and proceedings for the previous three (3) years where you or your organization has been involved in any matter related to you or your organization's professional activities.

Tab 5 - Subcontractors / Joint Ventures

Provide a list of any proposed sub-contractors or joint venture arrangements that may be used on the project. Provide the same information required in the Pricing Proposal Tab 3 for each sub-contractor or joint venture participant.

Tab 6 - Completed Pricing, Certifications, Addendum Acknowledgements, Signature

Provide completed Section 4 of this solicitation to include Attachment 4, Price Table and completed equipment listing form.

Tab 7 - Financial Stability

Each proposer shall certify and provide a statement that it is financially stable and have the necessary resources, human and financial, to provide the services at the level required by

County. Each proposer shall be prepared to supply a financial statement upon request, preferably a certified audit, but a third party prepared financial statement and the latest D & B report will be accepted. The County reserves the right to use a third-party company to verify financial information provided in each proposal. If a subcontractor or joint venture arrangement is being proposed, provide similar information for those participants in the proposal.

Tab 8 - Other Information

Provide any information that will provide insight to the County about the financial qualifications, fitness and stability of the proposer. This information should be succinct.

Section 1.13: Accident Prevention and Barricades

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant Federal, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

Section 1.14: Background Check

The vendor shall provide a completed “Certified Background Check”, acquired through the Florida Department of Law Enforcement (1-850-410-8109), for all employees, subcontractors, and representatives of the vendor that will be performing work on County property under the contract resulting from this solicitation. The vendor will be responsible for all costs associated with the Certified Background Check. The completed background check must be provided to the designated County representative prior to the employee, subcontractor or representative commencing contract effort. The County reserves the right to exclude any individual from performance under the contract based on any relevant adverse information contained in the background report. Failure to obtain background checks as specified can result in termination of the contract.

Section 1.15: Building Condition, Assessment, Repair and Damages

Twenty-four (24) hours prior to commencement of the move, the vendor shall walk through both the spaces (to be moved and moved from) to verify the condition of the facilities. Any pre-existing damage shall be documented by the vendor with drawings depicting all damaged areas and/or photographs/video recording. Such drawings, reports or photographs shall be presented to the County and condition concurrence reached prior to any move commencing. Failure to provide such a report and reach concurrence shall waive claim of pre-existing conditions and shall make repair of discovered damage the responsibility of the vendor.

The Vendor shall repair any areas of the site damaged as a result of the work. This includes, but is not limited to, the building, sod, trees, plants, sidewalks, curbing, parking lot, irrigation, etc. All repairs are to be made using like materials.

Vendor shall replace or repair to a like new condition any item damaged as a result of the move at the vendors expense.

Section 1.16: Business Hours of Operations

Service shall be available on a seven (7) days a week 24 hours a day basis. Approval from the County's Project Manager shall be obtained if work is to be performed after regular County hours. Regular working hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. These hours may vary based on need. At no time shall the Vendor's work interfere with the day-to-day operation of the County's facilities.

Section 1.17: Certificate of Competency/Licensure, Permits, and Fees

Any person, firm, corporation or joint venture that submits an offer in response to a County solicitation shall, at the time of such offer, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. If work for other trades is required in conjunction with this solicitation and will be performed by a sub-contractor(s) or vendor(s) hired by the prime/responding vendor, an applicable Certificate of Competency/license issued to the sub-contractor(s)/hired vendor(s) shall be submitted with the prime/responding vendor's offer; provided, however, that the County may at its option and in its best interest allow the prime/responding vendor to supply the sub contractor(s)/hired vendor(s) certificate/license to the County during the offer evaluation period. The prime/responding vendor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the County or the vendor for failure to obtain required licenses, permits, inspection or other fees, or inspections shall be borne by the vendor.

Section 1.18: Clean-Up

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager.

Section 1.19: Competency of Vendors and Associated Subcontractors

The County may elect to conduct a pre-award inspection of the vendor's facility during the offer evaluation process. Offers will be considered only from firms which are regularly engaged in the business of providing or distributing the goods and/or performing the services as described in the solicitation, and who can produce evidence that they have a consistent satisfactory record of performance. Vendors must demonstrate that they have sufficient financial support and organization to ensure that they can satisfactorily execute the contract if awarded under the terms and conditions herein stated. In the event that the vendor intends to sub-contract any part of its work to another vendor, or will obtain the goods specifically offered under this contract from

another source of supply; the vendor may be required to verify the competency of its sub-contractor or supplier. The County reserves the right, before awarding the contract, to require a vendor to submit such evidence of its qualifications and the qualifications of its sub-contractor as it may deem necessary. The County may consider any evidence available to it of the financial, technical and other qualifications and abilities of any vendor responding hereunder, including past performance with the County, in determining vendor responsibility for the purposes of selecting a vendor for contract award.

Section 1.20: Compliance with Federal Standards

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

Section 1.21: Cost Estimates for Each Project

The vendor(s) shall be required to submit a written estimate on each prospective project under this contract before a work order for that specific project is issued. The estimate must reflect the regular hourly wages for each classification represented in this contract, and the percentage discounts or mark-ups for materials and equipment that were quoted by the vendor on its initial offer or the most current contract pricing. The estimate shall be itemized by the number of work hours per classification, and by the cost of materials and equipment. Lump sum estimates shall not be accepted. The County reserves the right to award the project based on the lowest written estimate, or to reject all estimates when such action is determined to be in the best interests of the County, and obtain the required services from another source of supply.

Section 1.22: Furnish and Install Requirements

The specifications and/or statement of work contained within this solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the bidder from furnishing, installing or performing such work where required for the satisfactory completion of the project. The vendor shall also be required to provide adequate general user training to County personnel on the appropriate use of the materials or products as and if necessary.

Section 1.23: Hourly Rate

The hourly rate quoted shall be deemed to provide full compensation to the vendor for labor, equipment use, travel time, and any other element of cost or price. This rate is assumed to be at straight-time for all labor, except as otherwise noted. The vendor shall comply with minimum wage standards, and/or any other wage standards specifically set forth in this solicitation and resultant contract, and any other applicable laws of the State of Florida. If overtime is allowable under this contract, it will be covered under a separate item in the special clauses.

Section 1.24: Identification Badges

All workers shall be required to wear an ID badge identifying them as approved Vendors at all times while on County property. Lake County will supply the ID badges after an approved background check has been completed. The Vendor will ensure that all workers employed under this contract, by the Vendor or its subcontractors are scheduled, prior to assignment, for an appointment with the Project Manager, during the County's normal working hours, to get pictures for the ID badges. All new workers must be assigned an ID badge prior to starting work. The Vendor should be aware that it may take up to one week to receive ID badges after required information has been received and pictures have been taken.

Section 1.25: Labor, Materials, and Equipment Shall be Supplied by the Vendor

Unless otherwise stated in this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

Section 1.26: Omission from the Specifications

The apparent silence of this specification and any addendum regarding any details, or the omission from the specification of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

Section 1.27: Protection of Property

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest shall be protected against damage or interrupted services at all times by the vendor during the term of this contract; and the vendor shall be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the vendor's operation on the property. In the event the vendor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the vendor.

Section 1.28: Risk of Loss

The vendor assumes the risk of loss of damage to the County's property during possession of such property by the vendor, and until delivery to, and acceptance of, that property to the County. The vendor shall immediately repair, replace or make good on the loss or damage without cost to the County, whether the loss or damage results from acts or omissions (negligent or not) of the vendor or a third party.

The vendor shall indemnify and hold the County harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this contract. The vendor

shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments which may issue thereon.

Section 1.29: Special Notice to Vendors Regarding Federal and/or State Requirements

Upon award of a contract resulting from this solicitation, the vendor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- 1) All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and
- 2) All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

SCOPE OF SERVICES

The vendor shall provide all labor, materials, transportation, coordination, project management and all incidentals necessary for the relocation of equipment and furnishings used in governmental offices. Items to be moved shall include, but are not limited to, desks, chairs, tables, filing cabinets, equipment, information technology equipment and other miscellaneous items.

Description of Work

- A. The vendor shall provide all labor, tools, and packing materials in a usable condition, equipment and transportation, as required, to relocate items in the move. The items will mainly consist of major pieces of furniture and equipment and boxed files. The vendor will be given the opportunity to view the job sites in order to ascertain a more accurate accounting of all items required to be relocated. The vendor will furnish office tote boxes.
- B. The vendor shall move each County request in the sequence and within time frames specified for each move unless otherwise directed. The vendor shall be contacted by an authorized County's Project Manager at least two (2) weeks prior to their anticipated move time frame and a firm date and time will be confirmed. In the event an area is not ready for occupancy in the specified moving time frame, the vendor will be notified by the authorized County Project Manager and a new time frame shall be established as mutually agreed upon.
- C. The vendor shall perform any packing of the items as directed by the County department to adequately protect said items from damage during the move. The vendor shall protect any equipment containing drawers, doors or panels by strapping or other methods commonly accepted by the industry. The vendor shall disassemble/dismantle any item as necessary to facilitate moving and shall reassemble at the new location. Reassembly shall include all furniture, shelving units, unistrut cabinets, file folder cabinets, etc.
- D. The vendor shall mark each box or container not packed or labeled by the County with a description of contents and specific location (provided by the County) where each box or container is to be placed in the new location. The County will issue specific instructions for labeling prior to each move. The records, equipment, and furniture will be tagged by the County.
- E. Weight limits of elevators shall not be exceeded. The vendor shall provide protective materials as may be appropriate to adequately protect all floors and/or carpet to prevent damage while moving the items. Similar care shall be taken to prevent damage to grounds, shrubs, etc.
- F. Upon arrival at the new location, the vendor shall unpack all boxes or containers or as otherwise directed by the County's Project Manager and remove all trash accumulated as a result of the unpacking. The vendor shall remain responsible for

- removal of all empty boxes or containers and packing materials unpacked by the County for ten (10) calendar days following completion of the move. All accumulated trash shall be removed at the end of each business day during the ten (10) calendar day unpacking period.
- G. A separate purchase order for each move will be authorized and issued by the County in carrying out the move schedule. Each move shall consist of individual staff, partial departments and/or complete departments depending upon size. Given more segments may involve multiple origin locations. No work shall be performed under the contract without a properly approved purchase order issued by Lake County.
- H. The vendor shall provide an experienced Project Manager who shall supervise the entire project on behalf of the vendor for the entire duration of the project. The Project Manager shall serve as a team member with County staff and shall be present at each and every move segment contracted for management of the move process. The Project Manager will be the primary interface between the County and the vendor. The Project Manager will explain in detail all necessary packing and labeling procedures and provide all necessary material. The Project Manager will also be expected to attend County staff meetings related to the appropriate move to review aspects of the contracted move, resolve any problems, and review cost and performance. The County's Project Manager will identify exact locations to be moved from to facilitate the immediate and exact removal of existing furniture, equipment, and general office effects. The County will endeavor to supply the vendor with floor layouts for each destination to be used for showing the final furniture and equipment placement for each destination.
- I. The vendor shall provide and supervise qualified, productive, and properly trained personnel. The vendor shall be responsible for proper appearance and conduct of its employees while on County premises. The vendor agrees that any employee who violates this consideration shall immediately be dismissed from the job site. The vendor is responsible for maintaining control of their specific personnel during the move. Staff found in area(s) away from the anticipated move area(s) shall be escorted from the job site, and may not be allowed to return on this contracted project.
- J. The vendor shall be responsible for placement of appropriate pedestrian warning signs and approved physical barriers for each loading and unloading area.
- K. In conjunction with the relocation, the vendor shall use the proper equipment to ensure an efficient, cost-controlled, and expeditious move. This equipment shall include but not limited to, a sufficient number of:
- Closed moving vans/trailers
 - Carriers for the transport of typewriters, office machine and personal

microcomputers

- Rubber wheeled dollies
- Bins and hampers
- Conveyors
- Shelf carts

The vendor shall provide sufficient back-up tractor/trailer or straight truck capacity to handle the breakdown of any single unit during a move segment.

Interiors of vans shall be cleaned prior to the commencement of the relocation. All vehicles must be equipped with logistic load securing systems and adequate clean padding in sufficient quantities to assure safe, damage free transportation of the contents.

- L. Special handling requirements shall be noted by the tag prepared by the County's Project Manager and conspicuously placed on the individual article requiring special handling. In addition to the special services noted below, the County's Project Manager shall notify the vendor of special handling requirements during the pre-move walk through. Special care and attention shall be given by the vendor in moving various electronic equipment and office machinery, including but not limited to, CRT's, terminal printers, microprocessor controllers, CPU's, mini CPU's, data processing printers, modems, microfilms, microprocessors, peripherals (tape and disk drivers), work processors, and time sharing equipment, etc.

Specified equipment will be left in place and will not be moved. Service contract vendors will be responsible to move selected equipment.

The County shall retain the right to have its employees or agents personally supervise and/or accompany or carry, throughout the move process, any material which the County, in its sole discretion, designates or classifies as "sensitive material". The vendor shall ensure all such material is moved in accordance with all special handling requirements as designated by the County.

- M. The County reserves the right to make changes in the services and work, including alterations, reductions therein or additions thereto. If the County elects to make the change, the County shall issue a Contract Modification or Change Order and the vendor shall not commence work on any such change until such written modification or change order has been issued and signed by each of the parties.

If the County instructs in writing, the vendor shall suspend work on that portion affected by a contemplated change, pending the County's decision to proceed with the change.

- N. The requesting County department(s) will coordinate with the vendor when furniture, supplies, or equipment needs to be relocated within the County as their needs arise.

SECTION 2 – STATEMENT OF WORK

RFP Number: 14-0443

- O. If requested, the vendor shall provide move management services. These services shall assist with planning and scheduling work in addition to determining the sequences of moving stages or groups.

3.1 DEFINITIONS

Addenda: A written change to a solicitation.

Contract: The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The vendor to whom award has been made.

County: Shall refer to Lake County, Florida.

Modification: A written change to a contract.

Proposal: Shall refer to any offer(s) submitted in response to a Request for Proposal.

Proposer: Shall refer to anyone submitting an offer in response to a Request for Proposal.

Request for Proposal (RFP): Shall mean this solicitation documentation, including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Vendor: a general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established for purposes of this Request for Proposal (RFP) that the words "shall", "must", or "will" indicate an essential requirement or condition which may not be waived.

3.2 INSTRUCTIONS TO PROPOSERS**A. Proposer Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit proposals. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership.
3. Drug-Free Workplace.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit.
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the proposal due date. Such inquiries or request for information shall be submitted to the procurement representative in writing and shall contain the requester's name, address, and telephone number. The Procurement Services office may issue an addendum in response to any inquiry received, which changes or clarifies the terms,

provisions, or requirements of the solicitation. The proposer should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the proposer's responsibility to ensure receipt of all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the proposal from being considered for award.

D. Contents of Solicitation and Proposers' Responsibilities

The proposer shall become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the proposer of conditions that exist or may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.

E. Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation or any part thereof with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Change or Withdrawal of Proposals

1. Changes to Proposal- Prior to the scheduled due date, a proposer may change its proposal by submitting a new proposal specified in the solicitation with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original proposal.

2. Withdrawal of Proposal – A proposal shall be irrevocable unless the proposal is withdrawn as provided herein. A proposal may be withdrawn, either physically or by written notice, at any time prior to the proposal due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the designated receipt date and time. A proposal may also be withdrawn after expiration of the designated acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the proposer.

G. Conflicts within the Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the proposal due date.

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during proposal evaluation.

3.3 PREPARATION OF PROPOSALS

A. The Pricing Section of this solicitation defines requirements of items to be purchased, and must be completed and submitted with the proposal. Use of any other form or alteration of the form may result in rejection of the proposal.

B. The proposal submitted must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

C. An authorized agent of the proposers firm must sign the proposal. **FAILURE TO SIGN THE PROPOSAL MAY**

BE CAUSE TO REJECT THE PROPOSAL

- D. The proposer may submit alternate proposal(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate proposal must meet or exceed the minimum requirements and be submitted as a separate proposal marked "Alternate Proposal".
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- F. Any proposal received after the designated receipt date through no fault or error of the County will be considered late, and, except under the most exceptional circumstances, may not be considered for award

3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a proposal for the same contract, such proposals shall be presumed to be collusive. Related parties shall mean proposer or the principals thereof which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principals thereof of one proposer have a direct or indirect ownership interest in another proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a proposal for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

3.6 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.7 INCURRED EXPENSES

This RFP does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any proposer in preparing and submitting a proposal, or any cost or expense incurred by any proposer prior to the execution of a purchase order or contract.

3.8 COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by the seller for such purchases. Except for item(s) specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of a proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The proposer should not submit any information in response to this RFP which the proposer considers proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver from release of the submitted information unless such information is

exempt or confidential under the Public Records Act.

3.10 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any solicitation when doing so reflects the best interest of the County.

3.11 AWARD

- A. The contract resulting from this solicitation may be awarded to the responsible proposer which submits a proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the proposer's site or hold a pre-award qualification hearing to determine if the proposer is capable of performing the requirements of this solicitation.
- E. The proposer's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a proposal under this solicitation.
- F. Any tie situations will be resolved in consonance with current written procedure in that regard.
- G. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- H. A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth in the County's Purchasing Procedure Manual.

3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

3.13 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.14 CONTRACT EXTENSION

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Procurement Services Manager.

3.15 WARRANTY

All warranties express and implied, shall be made available to the

County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

3.16 ESTIMATED QUANTITIES

Estimated quantities or dollars are for vendor's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.17 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.18 CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

3.19 LAWS, RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

3.20 SUBCONTRACTING

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.21 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

3.22 RESPONSIBILITY AS EMPLOYER

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

3.23 INDEMNIFICATION

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from

the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

3.24 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

3.25 TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

3.27 TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or affect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be born by the vendor.

3.28 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.29 RIGHT TO AUDIT

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for a minimum of three (3) years, or as required by Florida law, whichever is longer, following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract

billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

3.30 PUBLIC RECORDS/ COPYRIGHTS

Pursuant to Section 119.0701, Florida Statutes, the awarded contractor shall comply with the Florida Public Records' laws, and shall: 1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services identified herein. 2. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided for by law. 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. 4. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to comply with this section shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

3.31 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.32 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this RFP shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this RFP shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

3.33 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for the successful performance under the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the

County may require the contractor to provide any insurance certificates required by the work to be performed.

3.34 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

3.35 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

3.36 TRUTH IN NEGOTIATION CERTIFICATE

For each contract that exceeds One Hundred Ninety Five Thousand dollars (\$195,000.00), any organization awarded a contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting. Any contract requiring this certificate shall contain a provision that the original contract price and any additions shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

3.37 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements.

3.38 TOBACCO PRODUCTS

Due to the acknowledged hazards arising from exposure to tobacco products, and to protect the public and employees' health, safety, comfort and environment, tobacco use is prohibited on any County owned building and property. Tobacco products include both smoking and smokeless tobacco.

RFP TITLE: MOVING SERVICES, ON-CALL**NOTES:**

- ☒ When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. **However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail).**
- ☒ The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being "estimated" quantities, vendors are advised to review the "Estimated Quantities" clause contained in Section 8 of this solicitation.
- ☒ Any bid containing a modifying or "escalator" clause not specifically allowed for under the solicitation will not be considered.
- ☒ All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- ☒ All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- ☒ **Vendors are advised to visit our website at <http://www.lakecountyfl.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.**

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies

Part I:

The bidder must list below the dates of issue for each addendum received in connection with this RFP:

Addendum #1, Dated: _____

Addendum #2, Dated: _____

Addendum #3, Dated: _____

Addendum #4, Dated: _____

Part II:

☒ No Addendum was received in connection with this RFP.

PRICING SECTION

See Attachment 4, Pricing Table.

TAB 6 - Pricing

ATTACHMENT 4

Please fill in pricing for the requirements defined below.
 Services are required on an as-needed basis, as required in this RFP. The County reserves the right to purchase any quantity of goods and services, per pricing resulting from this RFP.

I. HOURLY LABOR

A. Vehicle/Carrier

Line	Description	Unit of Measure	Price Per Hour			Fixed Fee
			Regular Time (Monday - Friday)	Overtime/ Saturdays	Sundays/Holidays	Minimum Charge (If Applicable)
1	Van	Per Hour	\$ 18.00	\$ 18.00	\$ 25.00	6 hr. min.
2	Bobtail Truck	Per Hour	\$ 20.00	\$ 20.00	\$ 28.00	6 hr. min.
3	Tractor and Trailer	Per Hour	\$ 20.00	\$ 20.00	\$ 28.00	6 hr. min.
4		Per Hour				
5		Per Hour				
6		Per Hour				

B. Moving

Pricing shall be all inclusive price (Labor, tools, material, and equipment) necessary for moving services.

Line	Description	Unit of Measure	Price Per Hour			Fixed Fee
			Regular Time (Monday - Friday)	Overtime/ Saturdays	Sundays/Holidays	Minimum Charge (If Applicable)
1	Project Manager	Per Hour	\$ 26.00	\$ 26.00	\$ 34.00	6 hr. min.
2	Five (5) Movers or Less	Each Per Hour	\$ 24.00	\$ 24.00	\$ 32.00	6 hr. min.
3	More than five (5) Movers	Each Per Hour	\$ 24.00	\$ 24.00	\$ 32.00	6 hr. min.

TAB 6 - Pricing

C. Information Technology Rates (i.e. Desktop PC, Peripherals, Fax Machines, Copiers, etc.)

Pricing shall include all labor, materials, and equipment necessary for the de-installation and/or installation
(Pricing shall be the same for de-installation and installation)

Line	Description	Unit of Measure	Price Each
1	Desktop PC/Workstation: All inclusive (Monitor, Computer Tower, Keyboard, Mouse, etc.)	Each	\$ 8.00
2	Multi-Functional Device	Each	\$ 4.00
3	Copy Machine	Each	\$ 4.00
4	Fax Machine	Each	\$ 2.00
5	Printer	Each	\$ 2.00
6	Labor: Hourly Charge	Per Hour	\$ 24.00

II. EQUIPMENT AND MATERIAL

A. Product/Equipment

(Fill in pricing as applicable as it relates to each line)

Line	Description	Size	Unit of Measure	Price Each Per Day (8am to 5pm)	Price Each Per Day (Over Night)	Price Each Per Week (8am to 5pm)	Price Each Per Week (Over Night)
1	Dolly	All Sizes	Each	N/C	\$ 2.00	\$ 10.00	\$ 10.00
2	Book Carton	All Sizes	Each	\$ 0.75	NA	NA	NA
6	Book Carts	All Sizes	Each	NC	\$ 5.00	\$ 25.00	\$ 25.00
7	Machine Carts	All Sizes	Each	NC	\$ 5.00	\$ 25.00	\$ 25.00
9	Computer Bags	All Sizes	Each	\$ 3.00	NA	NA	NA
10	Monitor Covers	All Sizes	Each	\$ 3.00	NA	NA	NA
11	Blue Tape (24 rolls per case)	2" x 180'	24 Rolls/Case	NA	NA	NA	NA
12	Plastic Tape (36 rolls per case)	2" x 165'	36 Rolls/Case	\$ 61.20	NA	NA	NA
13	Box (For Purchase) - Pricing includes delivery cost	Approx. 1.5 Cubic Ft.	Each	\$ 2.80	NA	NA	NA
14	Box (For Purchase) - Pricing includes delivery cost	Approx. 3.0 Cubic Ft.	Each	\$ 3.10	NA	NA	NA
15	Box (For Purchase) - Pricing includes delivery cost	Approx. 4.0 Cubic Ft.	Each	\$ 3.25	NA	NA	NA
19	Re-Usable Plastic Moving Crates	All Sizes	Each	\$ 0.35	\$ 0.35	\$ 2.45	\$ 2.45

TAB 6 - Pricing

20	Re-Usable Plastic Moving Crates - Secured	All Sizes	Each	\$	0.35	\$	0.35	\$	2.45	\$	2.45
21	Identification Labels	All Sizes	Each	\$	6.00		NA		NA		NA
22	Bubble Wrap,	24" wide, 50 Ft.	Each	\$	15.00		NA		NA		NA
23	Bubble Wrap	48" wide, 50 Ft.	Each	\$	30.00		NA		NA		NA
24	Shrink Wrap, Regular	18" x 1500'	4 Rolls/Case	\$	40.00		NA		NA		NA
25	Shrink Wrap, Anti-Static	18" x 1500'	4 Rolls/Case	\$	60.00		NA		NA		NA
26	Packing Paper	27" x 30"	Per Roll	\$	20.00		NA		NA		NA
27	Paper Pads, 2-Ply, Full Pad	54" x 64"	25 Per Bundle	\$	25.00		NA		NA		NA
28	Moving Blanket, Standard Size	ok	Each		NA		NA		NA		NA

B. Box Return (Purchase): CREDIT

(Credit will either be a percentage credit (of purchase price) or a fixed fee, per box)

Line	Description	Unit of Measure	Credit Fixed Fee (Per Box)
1	Credit: Contractor shall credit the County for boxes purchased by the County that have been returned and are considered re-useable: <u>30</u> % of original cost or Fixed Rate Each.	Per Box	30%

III. DISPOSAL

Pricing shall be all inclusive price (Labor, material, and equipment, etc.) necessary for delivery, pick-up, and disposal.

Line	Description	Size	Unit of Measure	Price Each
1	Container/10 day moving period	65 Gallon	Each	\$ 100.00
2	Dumpster/10 day moving period	20 Cubic Yards	Each	\$ 420.00 (up to 3 tons)
3	Dumpster/10 day moving period	40 Cubic Yards	Each	\$ 540.00 (up to 6 tons)

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

RFP Number: 14-0443

By Signing this Proposal the Proposer Attests and Certifies that:

- ☒ It satisfies all legal requirements (as an entity) to do business with the County.
- ☒ The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- ☒ The proposer hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal document and any contract(s) and/or other transactions required by award of this solicitation.

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☒ Yes ☐ No (Check one)

Certification Regarding Felony Conviction

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☒ No (Check one)

Reciprocal Vendor Preference:

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

1. Primary business location of the responding vendor (city/state): _____
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: ☒ Yes ☐ No If "yes" is checked, provide supporting detail: Commercial Works' Orlando Branch is licensed with the State of Florida (F12000004630) and has been conducting business in FL since Dec. 2012. They have a staff of 15 and provide commercial moves services.


Conflict of Interest Disclosure Certification

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

N/A

DUNS Number (Insert if this action involves a federal funded project): 065978702

General Vendor Information and Proposal Signature:

Firm Name: Commercial Works, Inc.
Street Address: 9550 Satellite Blvd. Suite 170 Orlando, FL 32837
Mailing Address (if different): _____
Telephone No.: (407) 418-9780 Fax No.: (407) 418-9663 E-mail: pwebb@commercial-works.com
FEIN No. 31 - 0829397 Prompt Payment Terms: _____ % _____ days, net _____
Signature:  Date: 8/18/14
Print Name: Pete Webb Title: Senior Sales Executive

Award of Contract by the County: (Official Use Only)

By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.

Vendor awarded as:

- ☐ Sole vendor
 - ☐ Pre-qualified pool vendor (spot bid)
 - ☐ Secondary vendor for items: _____
 - ☐ Pre-qualified pool vendor based on price
 - ☐ Primary vendor for items: _____
 - ☐ Other status: _____
- Signature of authorized County official: _____ Date: _____
Printed name: _____ Title: _____

THE FOLLOWING DOCUMENTS ARE ATTACHED

Attachment 1: Work References

Attachment 2: Vendor Profile Form

Attachment 3: Similar Projects Form

Attachment 4: Price Table

WORK REFERENCES

Agency	Seminole County Public Schools
Address	400 E. Lake Mary Boulevard
City,State,ZIP	Sanford, Florida 32773
Contact Person	Cindy Jordan
Telephone	407-320-0069
Date(s) of Service	June 31, 2014
Type of Service	Relocation: remove contents from 1 campus building to port containers on site storage until construction has been completed. Move back and place in proper classroom upon completion of construction.
Comments:	Move services contract awarded 4/9/2014

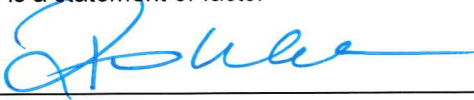
Agency	Brookdale Retirement Community C/O Schroeder Solutions
Address	800 Lake Port Blvd.
City,State,ZIP	Leesburg, Florida 34748
Contact Person	Joe Deschane
Telephone	262-207-6336
Date(s) of Service	August , 2014
Type of Service	Stored all new furniture related to remodel of dining and recreation area until completed. Delivered and installed furniture and removed debris.
Comments:	Project required high degree of quiet work as to not disturb residents.

Agency	Drug Enforcement Agency (DEA) C/O Daniels Moving Systems
Address	444 Railroad Ave.
City,State,ZIP	West Palm Beach, Florida 33401
Contact Person	Brad Daniel
Telephone	404-305-1940
Date(s) of Service	July 14-14, 2014 and July 23-23, 2014
Type of Service	Relocation from 2 locations (Ft. Lauderdale & WPB) into new location in West Palm Beach. Disposal of all excess. Disassemble/reassemble.
Comments:	Security major component of project. Background checks on all CW personnel required. Escort by DEA personnel required while items were in transit.

SECTION 5 – ATTACHMENTS

RFP Number: 14-0443

VENDOR PROFILE FORM

<p>1. Bidder Name & Address:</p> <p>Commercial Works, Inc. 9550 Satellite Blvd. Ste. 170 Orlando, FL 32837-8471</p>	<p>1d. Licensed to do business in the State of Florida?</p> <p><u> X </u> Yes <u> </u> No</p> <p>1e. Name, Title & Telephone Number of Principal to Contact</p> <p>Pete Webb, Senior Sales Executive (407) 418-9780 office (407) 947-9126 cell</p>
<p>1a. FEIN #</p> <p><u>31-0829397</u></p>	<p>1f. Address of office to perform work, if different from Item 1</p> <p>Same</p>
<p>1b. Year Firm was established <u> 1973 </u></p> <p>1c. Are you a "Not for Profit" 501(c)(3) organization?</p> <p>Yes <u> </u> No <u> X </u></p> <p>If you answered yes, please provide proof.</p>	
<p>2. Please list the key personnel that your firm will commit to the County project and attach a copy of each key person's resume.</p> <p>Mike Maddux, Pete Webb, Bill Shaw, Colin Thekan, Chris Cromer, Chad Beattie, James Arbogast (see information in Tab 1-C)</p>	
<p>3. The foregoing is a statement of facts.</p> <p>Signature: <u></u> Date: <u>8/18/14</u></p> <p><u>Pete Webb</u> <u>Senior Sales Executive</u></p> <p>(Typed or Printed Name) (Title)</p>	

SIMILAR PROJECTS FORM

Work by firm or individual which best illustrates current qualifications relevant to the County's project that has been/is being accomplished by personnel that shall be assigned to the County's project. List no more than ten (10) projects. (This form may be reproduced.)

<u>Project Name, Entity Name, Address & Location</u> Siemens 4400 Alafaya Trail Orlando, FL. 32826	<u>Contact Person:</u> Patricia McGinn <u>Title:</u> Senior Project Manager
Completion Date (Actual or Estimated) <u>On Going</u> Project Cost: \$ <u>50,000 Annual</u>	<u>Telephone Number</u> 407-383-1257
<u>Scope of Entire Project:</u> List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items). Perform relocation and installation services for entire Orlando campus. Provide packing materials, disposal services and project management. Work most often is after hours and weekends. Have been providing services for over 2 years.	
<u>Firm's personnel (name/project assignment) that worked on the stated project that shall be assigned to the County's project.</u> Colin Thekan - Project Manager Bill Shaw - Project Manager Javier Vincente - Mover Jason Lapsley - Mover	